

Space Above This Line For Recording Data

This document was prepared by  
Return To: Loan Administration, Community Bank, North MS, 475 East Commerce Street,  
Hernando, MS 38632

**INDEXING INSTRUCTIONS.** Section 12, Township 3 South, Range 8 West  
Lot 29, Section E, Cross Creek S/D, Hernando, Desoto Co, MS 38632

## MODIFICATION OF DEED OF TRUST

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is July 10, 2009.  
The parties, their addresses and phone numbers are:

**GRANTOR:**

**PHILIP A STROUD**  
husband and wife  
1110 Lakeview Dr  
Hernando, MS 38632

**JANE K STROUD**  
1110 LakeView Drive  
Hernando, MS 38632

**TRUSTEE:**

**THOMAS J. KING**  
P.O. Box 270  
Amory, MS 38821

**LENDER:**

**COMMUNITY BANK, NORTH MISSISSIPPI**  
Organized and existing under the laws of Mississippi  
P. O. Box 270  
Amory, MS 38821  
Telephone: 662-256-8461

**1. BACKGROUND.** Grantor and Lender entered into a security instrument dated 07/10/2009 and recorded on 07/21/2009 (Security Instrument). The Security Instrument was recorded in the records of Desoto County, Mississippi at Book 3,059 Page 388 and covered the following described Property:

Lot 29, Section E, Cross Creek Subdivision, as situated in Section 12, Township 3 south, Range 8 West, Desoto County, Mississippi as recorded in Plat Book 63, Page 5, in the office of the Chancery Clerk of Desoto County, Mississippi

The property is located in Desoto County at 1110 Lakeview Dr, Hernando, Mississippi 38632.

**2. MODIFICATION.** For value received, Grantor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

**A. Secured Debt.** The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A renewal note or other agreement, No. 1328433, dated July 10, 2009, from Philip Stroud (Borrower) to Lender, with a maximum credit limit of \$150,518.00 and maturing on June 25, 2019.

(b) Future Advances. All future advances from Lender to Philip Stroud under the Specific Debts executed by Philip Stroud in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Philip Stroud either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(c) All Debts. All present and future debts from Philip Stroud to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest

is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(d) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**3. WARRANTY OF TITLE.** Grantor warrants that Grantor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to irrevocably grant, bargain and sell the Property in trust to Trustee, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

**4. CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

**SIGNATURES.** By signing, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of this Modification.

**GRANTOR:**

  
Philip A Stroud

Individually

  
Jane K Stroud

Individually

**LENDER:**

Community Bank, North Mississippi

By 

FORD MOORE

**ACKNOWLEDGMENT.**

(Individual)

County Desoto OF Desoto, State Mississippi ss.

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of October, 2009, within my jurisdiction, the within named Philip A Stroud, husband and wife, and Jane K Stroud, who acknowledged that he/she/they executed the above and foregoing instrument.

My commission expires:

3-10-13

Lecca Estes Dew  
(Notary Public)



(Lender Acknowledgment)

County Desoto OF Desoto, State Mississippi ss.

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of October, 2009, within my jurisdiction, the within named FORD MOORE, who acknowledged that he/she/they is/are of Community Bank, North Mississippi, a corporation, and that for and on behalf of the said corporation, and as its act and deed he/she/they executed the above and foregoing instrument, after first having been duly authorized so to do.

My commission expires:

3-10-13

Lecca Estes Dew  
(Notary Public)

